

## **SUBLEASE**

**THIS SUBLEASE** ("Sublease") is entered into effective as of May 1, 2023 ("Effective Date") by and between The Rondo Community Land Trust a Minnesota nonprofit corporation ("Landlord") and The City of St. Paul ("Tenant"). Landlord is a tenant of the real property located at 1041 Selby Avenue, St. Paul, Minnesota 55104, Ramsey County, Minnesota legally described as Lot 28, Block 3 of Roger's Addition, Ramsey County, Minnesota (the "Land") and the approximately 7,835 square foot building (the "Building") located on the Land, together with all improvements, fixtures, rights, privileges and appurtenances thereto (collectively the "Property") pursuant to the terms of a Lease dated December 22, 2023 between Landlord and Land Bank Twin Cities, Inc., the fee title owner of the Property ("Sublease"). Tenant desires to Sublease a portion of the Building ("Premises") from Landlord.

In consideration of the promises and covenants contained herein, Landlord and Tenant agree as follows:

1. **Sublease of Property.** Landlord hereby Subleases to Tenant and Tenant hereby takes from Landlord, for the Term hereafter set and subject to the terms and conditions set forth in this Sublease, the Premises identified above.

2. **Term of Sublease.**

**Initial Term.** The term of this Sublease ("Initial Term") will commence on the Effective Date and will expire on April 30, 2026.

a. **Option to Extend Term of Sublease.** Provided that Tenant is not in default under the provisions of this Sublease, Tenant shall have the right to extend the Initial Term of this Sublease for one (1) additional term of three years (the "Extended Term"). Tenant may extend this Sublease for the Extended Term by giving written notice of such extension to Landlord at least one hundred eighty (180) days prior to the expiration of the Initial Term.

As used in this Sublease, "Term," "term of this Sublease," "Sublease Term" and similar terms shall refer to the Initial Term, together with the Extended Term if any.

3. **Base Rent.** Tenant agrees to pay to Landlord annual base rent ("Base Rent") for the Property during the Term as follows; provided, however, that the first payment of Base Rent shall not be due until one month after the Effective Date:

<b><u>Initial Term:</u></b>	<b><u>Annual Amount:</u></b>	<b><u>Monthly Amount</u></b>
Sublease Year 1 through Sublease Year 3	\$22,500.00	\$1,875.00

The rent for each Extended Term will be an amount equal to the “Fair Market Value” then in effect for similar properties and shall be determined as follows. Fair Market Value shall be the annual fair market Base Rent for the Property as mutually agreed upon by the parties. If the parties cannot agree upon the Fair Market Value for a particular Extended Term within thirty (30) days following Tenant’s exercise of the option for the Extended Term, Tenant, at its option and within such 30-day period, may (a) rescind the exercise of such option, in which case this Sublease shall terminate effective as of the end of the current Term or (b) elect to have the Fair Market Value determined by an appraisal process whereby the parties shall mutually select a duly licensed commercial real estate appraiser who (i) has at least ten (10) years of experience in the leasing of similar properties in the Saint Paul, MN metropolitan area and (ii) has not represented either party, or an affiliate of a party. If the parties cannot agree upon a duly licensed commercial real estate appraiser, each party shall select one appraiser who meets the qualifications of (i) and (ii) above and the two appraisers so selected shall agree upon a third appraiser who shall meet the qualifications of (i) and (ii) above. The third-party appraiser or appraisers, as applicable, shall determine whether Landlord’s proposed Fair Market Value or Tenant’s proposed Fair Market Value most closely approximates the actual Fair Market Value and such determination shall be binding on the parties. The cost of all appraisals shall be shared equally by the parties.

As used in this Sublease, the term “Sublease Year” shall mean a twelve-month period commencing on \_\_\_\_\_, 2023, or on an anniversary date thereof.

Annual Base Rent shall be payable in equal monthly installments in advance on the 1st day of every month during the Term. If the Term commences on a day other than the first day of a month, or if the Term expires on a day other than the last day of a month, the Base Rent for the partial month shall be prorated and adjusted accordingly.

Except as otherwise expressly provided in this Sublease, monthly installments of Base Rent and other sums payable by Tenant hereunder shall be due without setoff, counterclaim, or abatement.

4. Security Deposit. There shall be no security deposit.

5. Operating Expenses, Taxes and Insurance. During the term of this Sublease, and in addition to the Base Rent described in Section 3 above, Tenant shall pay to Landlord, as additional rent, Tenant’s Proportionate Share (as hereinafter defined) of Landlord’s Operating Expenses (as hereinafter defined):

a. For purposes of this Sublease, “Landlord’s Operating Expenses” (or CAM charges) are defined with respect to any calendar year to mean all costs, expenses and disbursements which Landlord shall pay or become obligated to pay in connection with the management, ownership, operation, maintenance, replacement and repair of the Building and Property and all improvements from time to time existing, and of the personal property, fixtures, machinery, equipment, systems and apparatus located in or used in connection with the Building and Property, including but limited to the following costs incurred by Landlord in such calendar year with respect to the Property: (i) Taxes levied against the Building or Property; (ii) all other costs which, under generally

accepted accounting principles are expenses rather than capital improvements and which the Landlord will incur in owning, maintaining and operating the Project, exclusive of depreciation, interest or payments of principal on any mortgage or other encumbrance; (iii) cost of capital improvements made to the Building subsequent to the commencement date of this Sublease which will improve the operating efficiency of the Building, or reduce its operating expenses, which costs will be amortized to the extent that operating costs are thereby reduced; (iv) all costs of other capital expenditures made for repairs to the Building or purchase of equipment, which costs will be amortized over the expected life of such improvements; (v) all costs of all premiums for policies of insurance for the Building and the Project; (vi) utility expenses, including but not limited to amounts payable to Xcel Energy and City of St. Paul not separately metered for the Premises ("Utilities"); (vii) removal of snow, ice, rubbish and debris; rental of machinery and equipment and other non-real estate assets used in the operation and maintenance of the Building and Property; (viii) repairing or replacing of paving, curbs, walkways, landscaping, drainage, water lines, sanitary and storm sewer lines, electrical lines and other equipment serving the Property on which the Building or any part thereof is constructed or is to be constructed; and (ix) heating, ventilating and air-conditioning; costs.

b. As used in this Sublease, "Taxes" shall mean real estate taxes, assessments, sewer rents, rates and charges, permit and license fees, taxes based upon receipt of rent, special service area assessments and any other federal, state or local charge, whether general, special, ordinary or extraordinary, which may now or hereafter be assessed against the Property or any portion thereof and payable in any year during the Term hereof and shall also include any personal property taxes imposed upon fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith (including any rental or similar taxes levied in lieu of or in addition to general real and/or personal property taxes). If a special assessment payable in installments is levied against the Property, Taxes for any year shall include only the installment of such assessment and any interest payable or paid during such year. Taxes shall not include any federal, state or local sales, use, franchise, capital stock, inheritance, general income, gift or estate taxes, except that if a change occurs in the method of taxation resulting in whole or in part the substitution of any such taxes, or any other assessment, for any Taxes as above defined, such substituted taxes or assessments shall be included in the definition of Taxes.

c. For purposes of this Sublease, "Tenant's Proportionate Share" shall mean that percentage calculated by dividing (a) the square feet of the Premises, by (b) the total square feet comprising the Building. Tenant's Proportionate Share is set forth on Exhibit A.

i. The amount of Tenant's Proportionate Share of Landlord's Operating Expenses during the first calendar year (or remainder of the current calendar year, as applicable) of the Initial Term is set forth on Exhibit A, payable in equal monthly installments as specified on Exhibit A due on the 1<sup>st</sup> day of each month with Tenant's payment of Base Rent.

ii. Prior to the first day of each subsequent calendar year during the Initial Term or Extended Terms (if applicable), Landlord shall estimate Landlord's Operating Expenses that will be incurred by Landlord for such calendar year and shall give to Tenant a copy of such estimate along with the amount of Tenant's Proportionate Share.

iii. Within thirty (30) days after the end of each calendar year during the Initial Term or Extended Terms (if applicable), Landlord shall give Tenant a written statement with supporting documentation detailing the actual Operating Expenses incurred by Landlord in the previous calendar year. If the amount paid by Tenant during the preceding calendar year is more than Tenant's Proportionate Share, the excess shall be credited against the next payment(s) due from Tenant or promptly paid to Tenant if the term of this Sublease has ended. If the amount paid by Tenant is less than Tenant's Proportionate Share, Tenant shall pay Landlord the balance due within thirty five (35) days after the written statement is delivered to Tenant.

d. In the event Landlord determines that the operating expenses are higher or lower than the estimated amount, in lieu of waiting until the end of the year, Landlord may, but is not obligated, to adjust the monthly payment amount upon 30 days' written notice to Tenant.

6. Use. Tenant will operate the Premises for solely for business office purposes, in compliance with all applicable federal, state and local laws, ordinances, codes, rules, regulations, declarations and orders. No part of the Premises will be used for any purpose which constitutes a nuisance, or which is dangerous, illegal or offensive. Tenant will generally maintain the Premises in the same or better condition as existing immediately prior to the commencement of the term of this Sublease, free from waste at all times, normal wear and tear excepted.

7. Permits and Compliance with Laws. Tenant will, at its sole cost and expense, comply with the requirements of all federal, state, local, or municipal laws, orders, and regulations and with any lawful direction of public officers that impose any duty on Tenant with respect to its use and occupancy of the Premises. Tenant will also, at its sole cost and expense, comply with all rules, orders, regulations or requirements of the fire department and any insurance carrier providing coverage for the Property, and will not do or permit to be done anything in or on the Property in violation of such rules, orders, regulations, or requirements.

8. Condition of Premises; Maintenance and Repairs. Tenant shall be responsible for all necessary or appropriate maintenance, repair, and non-capital replacements to the Premises of every kind or nature not hereinafter set forth specifically as the obligation of Landlord. Tenant shall take good care of the Premises and fixtures, and keep them in good repair and free from filth, overloading, danger of fire or any pest or nuisance, and repair or replace (as necessary or appropriate) any damage or breakage to the Premises or the Building done by Tenant or Tenant's agents, employees, contractors, or invitees, or by Tenant's equipment or installations under the supervision and subject to the approval of Landlord, and within a reasonable period of time specified by Landlord. At the end of the Sublease Term or any renewal or extension hereof, Tenant shall quit and surrender the Premises in a condition substantially as good as when received by Tenant, normal wear and tear and damage by casualty excepted. In the event Tenant

fails to maintain, repair or replace the Premises or parts thereof or fixtures thereto as provided for herein, Landlord shall have the right, but not the obligation, to perform such maintenance, repair or replacement as is required of Tenant in which event Tenant shall promptly reimburse Landlord for its costs in providing such maintenance, repair or replacements together with a five percent (5%) charge for Landlord's overhead. Such amounts charged to Tenant shall be deemed Additional Rent under this Sublease, payable upon demand.

9. Compliance with Laws. Tenant covenants throughout the Sublease Term, at Tenant's sole cost and expense, promptly to comply with and make all repairs, non-capital replacements, installations or additions required by all laws, ordinances, rules, regulations, and orders of any governmental bodies having jurisdiction over the Premises and appropriate departments, commissions, boards, and officers thereof, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, or the use or manner of use of the Premises. After the Sublease Term has begun, Tenant will reimburse Landlord for all expenditures made by Landlord which are required by municipal, state or other governmental bodies due to the type or extent of Tenant's specific business use of the Premises. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Building or the Premises and the personal property thereof.

10. Maintenance, Alterations and Repair by Landlord.

a. Landlord shall maintain and repair the following:

i. The Building (other than the Premises and premises of other tenants) including the entrance, lobbies, stairways, corridors and washrooms, landscaped areas, parking areas, the exterior portions (including windows, doors, foundations and roofs) of all buildings and structures from time to time forming part of the Building and affecting its general appearance; the systems for interior climate control; and the other facilities from time to time provided for use in common by Tenant and other tenants of the Building, and Landlord reserves the right to stop the use of any of these facilities and the supply of the corresponding services when necessary by reason of accident or breakdown or during the making of repairs, alterations or improvements, in the reasonable judgment of Landlord necessary or desirable to be made, until the repairs, alterations or improvements shall have been completed to the satisfaction of Landlord.

ii. Defects in standard demising walls or in structural elements, exterior walls of the Building, suspended ceiling, electrical and mechanical installations standard to the Building being installed by Landlord in the Premises (if and to the extent that such defects are sufficient to impair Tenant's use of the Premises while using them in a manner consistent with this Sublease).

b. Landlord reserves the right to the exclusive use of the roof and exterior walls of the Building which Landlord is so obligated to maintain and repair. If any portion of the Premises which Landlord is obligated to maintain or repair is damaged by the negligence or willful actions or omissions of Tenant, its agents, employees, contractors, or frequenters, then repairs or replacements necessitated by or appropriate

because of such damage shall be paid for by Tenant upon demand by Landlord. Landlord shall in no event be required to make repairs to leasehold Improvements made by Tenant, or by Landlord on behalf of Tenant or another tenant or to make repairs to wear and tear within the Premises or the rest of the Building. Any repairs which Landlord is obligated or elects to undertake hereunder may, at Landlord's option, include replacements. Any repairs which Tenant is obligated to undertake hereunder shall include all necessary or appropriate non-capital replacements.

c. **Specific Reservations.** The Premises shall not include the roof, roof membrane, exterior walls, or foundation of the Building, or any of the common areas, or any other area outside, above or below the Premises. In addition, Landlord reserves the right to place, install, maintain, carry through, repair and replace such utility lines, pipes, wires, appliances, tunneling and the like in, over, through, under and upon the Premises as may be reasonably necessary or advisable for the servicing of the Premises or any other portions of the Building, so long as such activities do not unreasonably interfere with Tenant's use of the Premises and reasonable advance notice is given Tenant prior to their commencement, and for such purposes to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder.

d. Notwithstanding any provision in this Sublease to the contrary it is agreed that Landlord reserves the right, without invalidating this Sublease or modifying any provision thereof, without notice to Tenant and to the extent not expressly prohibited by law without liability to Tenant for damage or injury to property, person, or business and without constituting an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for set-off or abatement of Rent or any other claim, at any time, and from time to time: (i) to make alterations, changes and additions to the Building, (ii) to add additional areas to the Building, (iii) to construct additional buildings and other improvements, (iv) to remove or relocate a part of the Building (without negatively impacting the Premises), and (v) to relocate any other tenant in the Building. It is further understood that the existing layout of the Building, and any appurtenant walks, roadways, parking areas, entrances, exits, and other improvements shall not be deemed to be a warranty, representation or agreement on the part of Landlord that same will remain exactly as presently built, it being understood and agreed that Landlord may change the number, dimensions and locations of such Common Area improvements, as Landlord shall deem proper, so long as such changes shall not unreasonably interfere with Tenant's Permitted Use of the Premises.

11. **Utilities.** Tenant shall pay all charges for utilities or services that are separately metered and furnished solely to the Premises, if any. Tenant shall be solely responsible for the cost of any wireless or other internet services for the Premises.

12. **Alterations, Additions and Improvements.** Landlord acknowledges that Tenant intends to perform certain alterations and improvements to the Premises ("Tenant's Work"). Tenant shall be permitted to perform Tenant's Work through a contractor approved by Landlord in advance and pursuant to plans and specifications approved by Landlord in advance. Tenant's Work shall be performed in a good and workmanlike manner, lien-free and in compliance with

all applicable laws and with minimal disruption to other tenants in the Building. Tenant shall not have the right to make any further alterations, additions, or improvements in or to the Premises without the consent of Landlord. All alterations, additions or improvements to the Premises, including Tenant's Work (collectively "Improvements") by Tenant must be made in compliance with all laws, ordinances and governmental regulations affecting the Property and must be made by properly licensed and bonded contractors. All Improvements made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Sublease, provided, however, this clause shall not apply to Tenant's trade fixtures and other personal property, and Tenant may remove the same at or prior to the end of the term of this Sublease, provided, however, Tenant shall make reasonable repairs, at Tenant's expense, to the Property for any physical injury caused to the Property by the removal of Tenant's trade fixtures and other personal property.

13. Hazardous Materials. Tenant shall not introduce, or cause or permit the introduction of, "hazardous materials" onto, into or near the Property at any time during the Term. As used herein, the term "Hazardous Materials" means any hazardous, toxic or dangerous waste, substance or material described in any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as in effect from time to time.

14. Landlord Subleases the Property to Tenant on an "as is" basis.

15. Liability.

a. Tenant Liability. Tenant will be responsible for its own acts and omissions, for demands, claims, suits, losses, damages, causes of action, fines, judgements or costs that result from (1) the use and occupation of the Property by Tenant, its employees, independent contractors, invitees, licensees or agents; (2) Tenant's breach of any agreement to which it is a party relating to the Property; (3) Tenant's breach of this Sublease, or violation of any law; and (4) the negligence or intentional conduct, in whole or in part, of Tenant, its affiliates, directors, officers, employees, independent contractors and agents, all except to the extent that such liability, demands, claims, suits, losses, damages, causes of action, fines, judgments or costs (including reasonable attorneys' fees) arise out of or in connection with, the negligence or intentional conduct of Landlord.

b. By Landlord. Landlord shall indemnify, defend, and hold harmless Tenant, its affiliates, directors, officers, employees, independent contractors and agents (together, the "Tenant Indemnified Parties") from and against all liability, demands, claims, suits, losses, damages, causes of action, fines, judgments or costs (including reasonable attorneys' fees) for injury or death to persons, including the Tenant Indemnified Parties, and for any damage, destruction, or loss of property, whether such claims are asserted by Landlord, its independent contractors, or any third party, arising out of or in connection with (1) Landlord's breach of this Sublease, or violation of any law; and (2) the negligence or intentional conduct, in whole or part, of Landlord, its affiliates, directors, officers, employees, independent contractors and agents, all except to the extent that such liability, demands, claims, suits, losses, damages, causes of

action, fines, judgments or costs out of or in connection with, the negligence or intentional conduct of Tenant.

16. Waiver and Release. Landlord is not responsible for, and Tenant waives any and all claims against Landlord for, any loss or damage to property (personal or otherwise) placed, used or stored in or on the Property by Tenant, its employees, independent contractors, invitees, licensees or agents. Landlord, its agents and employees, shall not be liable to Tenant, or those claiming through or under Tenant, for injury, death, property damage, burglary, theft or disappearance occurring in, on or about the Property and appurtenances thereto.

17. Fire and Casualty.

a. Complete Destruction. If the Premises or the Building (including machinery or equipment used in its operation) is so damaged by fire or other casualty, cause or condition whatsoever as to be wholly or substantially untenable in Landlord's reasonable judgment, and Landlord shall determine not to restore same, Landlord may, by written notice to Tenant given within ninety (90) days after such damage, terminate this Sublease as of the date of the damage. If this Sublease is not terminated as above provided and if the Premises are wholly or substantially untenable as aforesaid, Landlord, at its expense, shall restore the same to the condition in which Landlord furnished the Premises to Tenant at the commencement of the Sublease Term. Landlord shall be under no obligation to restore any alterations, improvements or additions to the Premises made by Tenant. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage carried by Landlord for damage to those items provided by Landlord either directly or through an allowance to Tenant which Landlord is obligated to or elects to restore as herein provided.

b. Partial Destruction. If, as a result of fire or other insured casualty, cause or condition whatsoever, the Premises or the Building are damaged but are not made wholly or substantially untenable in Landlord's reasonable judgment, Landlord shall be obligated to restore the same to the condition in which Landlord furnished the Premises at the commencement of this Sublease. Landlord shall not be obligated to expend in restoration an amount in excess of the proceeds of insurance recovered by Landlord with respect to such damage and are usable by Landlord for such restoration.

c. If Landlord elects to restore under Paragraph 12.1, or is mandated to do so under Paragraph 12.2 and if Landlord fails within one hundred fifty (150) days after such damage occurs to eliminate substantial interference with Tenant's use of the Premises or substantially to restore same, Tenant may terminate this Sublease as of the end of said one hundred fifty (150) days by notice to Landlord given not later than five (5) days after expiration of said one hundred fifty (150) day period. Such 150 days shall be extended for reasonable delay caused by adjustment of insurance loss or force majeure. In any event, Tenant shall be responsible for the removal (or restoration, at Tenant's election) of all its damaged property and debris from the Premises upon request by Landlord or must reimburse Landlord for the reasonable cost of removal.

d. Rent Abatement. If the Premises are rendered totally untenable but this Sublease is not terminated, all Rent shall abate from the date of the fire or other casualty, cause or condition until the restoration of the Premises required of Landlord is substantially completed.

If a portion of the Premises is untenantable, Rent shall be prorated on a per diem basis and apportioned in accordance with the portion of the Premises which is usable by Tenant until the restoration of the Premises required of Landlord is substantially completed. are completed.

e. Notwithstanding any other provision herein, in the event of a Complete or Partial Destruction, Tenant shall have the right to terminate this Sub-Lease upon 90 days' notice to Landlord. In the event of termination, Tenant shall only pay pro-rated rent up until the end of the 90 days' notice.

18. Condemnation. If all or a substantial part of the Premises are taken for any public purpose or purchased under threat of such taking and the taking or purchase prevents or materially interferes with the use of the Premises, this Sublease shall terminate. The entire award for the taking of the fee and leasehold shall belong to Landlord.

19. Assignment. Tenant may not assign or Sublease its rights and obligations under this Sublease without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion. In the event Tenant desires to assign or Sublease its rights and obligations under this Sublease and the assignee or subtenant (as applicable) agrees to pay a higher base rent amount, and Landlord consents to such assignment or Sublease, Tenant shall pay such excess amounts to Landlord.

20. Mechanics' Liens. Tenant shall not permit any mechanics', laborers', materialmen's or other liens to stand against the Property or any part thereof for any labor, skill, material or equipment furnished or claimed to be furnished to or on account of Tenant in connection with any work in or about the Property. Tenant shall give Landlord immediate notice of the filing of any such lien and shall cause the lien to be discharged within ten (10) days of its filing. Landlord shall have the right to post the Property for non-responsibility in accordance with applicable state law.

21. Surrender. Upon the expiration or earlier termination of this Sublease, Tenant shall peaceably surrender the Premises, in good condition and repair, reasonable wear and tear and damage by fire and other casualty excepted. Tenant must remove from the Premises all trade fixtures, personal property and signs owned by Tenant. Any property not removed on or before the expiration or termination of this Sublease shall be deemed to have been abandoned. Any damage to the Premises caused in the removal of such items shall be repaired by and/or at the expense of Tenant.

22. Events of Default and Remedies. Tenant shall be in default hereunder if:

a. Tenant fails to pay any Base Rent or other monies due hereunder within five (5) days after written notice from Landlord;

b. Tenant fails to perform within thirty (30) days after notice from Landlord any other of the terms, covenants, conditions, or obligations herein to be performed by Tenant (provided, however, if performance reasonably requires more than thirty (30) days and Tenant commences performance within thirty days after notice from Landlord and diligently pursues the matter to completion, Tenant shall be entitled to such longer period as may be necessary to perform);

If Tenant is in default hereunder, Landlord may terminate this Sublease and the rights of Tenant hereunder effective upon delivery of written notice to Tenant and to seek recovery from Tenant of any unpaid amounts due hereunder incurred by Landlord as a result of such default, in addition to any other rights or remedies available to Landlord by law or in equity.

23. Overdue Payments. All rents and other amounts due under this Sublease from Tenant to Landlord shall be due on demand, unless otherwise specified, and if not paid within ten (10) days after the date when due, shall bear interest from the date when due at the rate of 12% per annum, or the highest rate permitted by law, whichever is less, until paid in full.

24. Right of Landlord and Lender to Cure Default of Tenant. Upon the failure of Tenant to satisfy any of its obligations under this Sublease, Landlord may, at its option, instead of exercising any other rights or remedies available to it under this Sublease or otherwise, enter into the Premises and perform such acts or spend such sums of money as may be reasonably necessary to cure any default of Tenant herein, and the amount spent and cost incurred, in curing such default shall be paid by Tenant as additional rent upon demand.

25. Subordination. Tenant agrees that this Sublease shall be subordinate to any mortgage which may now or hereafter encumber the Property and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements and extension thereof. If the holder of any such mortgage elects to have Tenant's interest in this Sublease deemed to be superior to its security or superior to any mortgage which is junior to its security, then by notice to Tenant from such holder this Sublease shall be deemed superior to such mortgage, whether executed before or after such mortgage. Tenant agrees to execute any instruments which may be deemed by Landlord or such holder or holders as necessary or desirable to further effect the priority or subordination of this Sublease to any such security.

26. Acknowledgment. Tenant shall, within ten (10) days after receipt of any request from Landlord therefor, execute and deliver to Landlord, or to any holder or proposed holder of a security interest in the Property or to any proposed purchaser of the Property, a certificate, in recordable form, certifying that this Sublease is in full force and effect, and that there are no offsets against rent nor defenses to performance of Tenant under this Sublease, or setting forth any such offsets or defenses claimed by Tenant, as the case may be, and as to such other matters as are reasonably requested. Tenant shall make no charge for executing and delivering such certificate.

27. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Sublease, it shall be deemed to be occupying the Premises as a month to month Tenant, subject to all the conditions, provisions and obligations of this Sublease insofar as the same can be applicable; the Base Rent required to be paid by Tenant during any holdover period shall be equal to the Base Rent that was last payable by Tenant. No unauthorized holding over shall operate to renew or extend this Sublease..

28. Notices. Any notice required or permitted under this Sublease shall be deemed sufficiently given or served if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid, (i) to Tenant, at the Premises, and (ii) to Landlord at 1041 Selby Avenue, Suite 1, St. Paul, Minnesota 55104. Either party may by written notice at

any time designate a different address to which notices shall subsequently be sent. If sent by mail, such notices shall be deemed given on the day deposited in the U.S. Mail.

29. Successors and Assigns. The terms, covenants and conditions hereof are binding upon and inure to the benefit of Landlord and its successors and assigns, and are binding upon and inure to the benefit of Tenant and any of its successors and assigns as may be permitted under this Sublease.

30. Quiet Enjoyment. Subject to Tenant's payment of Rent and performance of all its obligations, covenants, terms and conditions under this Sublease, Landlord covenants that Tenant shall have the peaceful and quiet use and full possession of the Premises for its Permitted Use.

31. Miscellaneous.

a. No Waiver. No waiver of any default hereunder shall be implied from any failure by the non-defaulting party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

b. Amendments. This Sublease may not be amended, modified or supplemented except pursuant to a writing signed by Landlord and Tenant.

c. Full Agreement. This Sublease, and any Exhibits identified above, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant affecting the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth.

d. Governing Law. This Sublease shall be governed by the laws of the State of Minnesota.

e. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one document.

f. Electronic Signatures. The parties agree that the electronic signature of a party to this Sublease will be as valid as an original signature of such party and will be effective to bind such party to this Sublease. The parties further agree that any document (including this Sublease and any attachments or exhibits to this Sublease) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to

produce the original signature of any electronically transmitted signature will not affect the enforceability of this Sublease.

*Signature Page Follows*

Landlord and Tenant have duly executed this Sublease as of the Effective Date set forth above.

**LANDLORD:**

**TENANT:**

**THE RONDO COMMUNITY LAND TRUST**

**CITY OF SAINT PAUL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**DEPICTION OF PREMISES; TENANT'S PROPORTIONATE SHARE**

**Tenant's Proportionate Share: 19%**

**Estimate of Landlord's Operating Costs for 2023:**

**Depiction of Premises:**

**[See attached drawing]**